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(City/State/Zip/Phone #)

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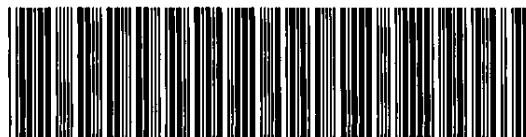
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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06 MAY 24 PM 3:28

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Villa Cortez Apartments, LLC
(Name of Surviving Party)

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Clifford W. Mayhall

(Contact Person)

Akerman Senterfitt

(Firm/Company)

Post Office Box 1877

(Address)

Tallahassee, FL 32302-1877

(City, State and Zip Code)

For further information concerning this matter, please call:

Clifford W. Mayhall

(Name of Contact Person)

at (850) 425-1647

(Area Code and Daytime Telephone Number)

☐ Certified copy (optional) \$30.00

STREET ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

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2006 MAY 24 AM 8:23
TALLAHASSEE, FLORIDA
SECRETARY OF STATE

**ARTICLES OF MERGER
OF
CASA CORTEZ APARTMENTS, L.L.C.,
a Michigan limited liability company,**

WITH AND INTO

**VILLA CORTEZ APARTMENTS, LLC
a Florida limited liability company**

May 24 2006

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2006 MAY 24 AM 8:23
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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Pursuant to the provisions of 608.4382 of the Florida Limited Liability Company Act, Casa Cortez Apartments, L.L.C., a Michigan limited liability company, and Villa Cortez Apartments, LLC, a Florida limited liability company, do hereby adopt the following Articles of Merger:

1. The names of the entities which are parties to the merger contemplated by these Articles of Merger (the "Merger") are:

(i) Casa Cortez Apartments, L.L.C., a Michigan limited liability company (the "Merging Company"); and

(ii) Villa Cortez Apartments, LLC, a Florida limited liability company (the "Surviving Entity").

2. The Merging Company is hereby merged with and into the Surviving Entity and the separate existence of the Merging Company shall cease. The Surviving Entity is the surviving entity in the Merger. A copy of the Agreement and Plan of Merger is attached hereto as Exhibit "A" and made a part hereof by reference as if fully set forth herein.

3. The Agreement and Plan of Merger was unanimously approved by the managing member and member of the Merging Company by unanimous written consent dated as of May 24, 2006, in accordance with applicable Florida law.

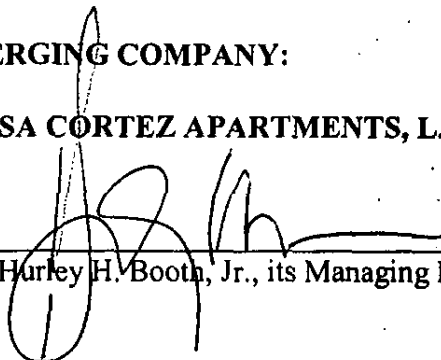
4. The Agreement and Plan of Merger was unanimously approved by the managers and the members of the Surviving Entity by unanimous written consent dated as of May 24, 2006, in accordance with applicable Florida law.

5. The Merger shall become effective on May 24, 2006.

The parties have caused these Articles of Merger to be executed on the date first written above.

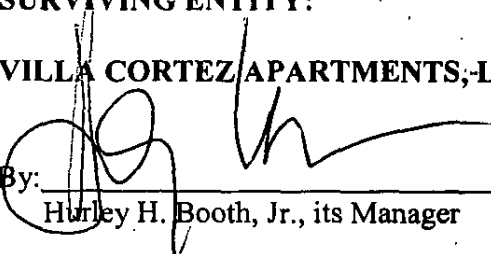
MERGING COMPANY:

CASA CORTEZ APARTMENTS, L.L.C.

By: 
Hurley H. Booth, Jr., its Managing Member

SURVIVING ENTITY:

VILLA CORTEZ APARTMENTS, -LLC

By: 
Hurley H. Booth, Jr., its Manager

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "**Agreement**") is made and entered into as of the 24 day of May, 2006, by and between Casa Cortez Apartments, L.L.C., a Michigan limited liability company (the "**Merging Company**"), and Villa Cortez Apartments, LLC, a Florida limited liability company (the "**Surviving Entity**").

WITNESSETH:

WHEREAS, the Merging Company is a limited liability company duly organized and existing under and by virtue of the laws of the State of Michigan;

WHEREAS, the Surviving Entity is a limited liability company duly organized and existing under and by virtue of the laws of the State of Florida;

WHEREAS, pursuant to duly authorized action by the managing member and member of the Merging Company and the members and the manager of the Surviving Entity, the Merging Company and the Surviving Entity have determined that they shall merge (the "**Merger**") upon the terms and conditions and in the manner set forth in this Agreement and in accordance with applicable law.

NOW THEREFORE, in consideration of the mutual premises herein contained, the Merging Company and the Surviving Entity hereby agree as follows:

1. **MERGER.** The Merging Company and the Surviving Entity agree that the Merging Company shall be merged with and into the Surviving Entity, as a single and surviving entity, upon the terms and conditions set forth in this Agreement, and that the Surviving Entity shall continue under the laws of the State of Florida as the surviving entity of the Merger.

2. **SURVIVING ENTITY.** On the Effective Date (as defined below) of the Merger:

(a) The Surviving Entity shall be the surviving entity of the Merger, and shall continue to exist as a limited liability company under the laws of the State of Florida, with all of the rights and obligations as are provided by the Florida Statutes.

(b) The Merging Company shall cease to exist, and its property shall become the property of the Surviving Entity as the surviving entity of the Merger.

3. **CHARTER DOCUMENTS.** As a result of the Merger, the charter documents of the Surviving Entity shall be as follows:

(a) **Articles of Organization.** The Articles of Organization of the Surviving Entity shall continue as the Articles of Organization of the Surviving Entity.

(b) **Operating Agreement.** The Amended and Restated Operating Agreement of the Surviving Entity shall be the Operating Agreement of the Surviving Entity.

4. **MANNER AND BASIS OF CONVERTING UNITS.** At the Effective Time, all of the membership interests of the Merging Company shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into fifty (50) membership Units of V.C. Booth Holdings, LLC, a Florida limited liability company, the 100% owner of the Surviving Entity. At the Effective Time, all membership interests of the Merging Company outstanding immediately prior thereto shall no longer be outstanding and shall automatically be canceled and retired and shall cease to exist, and each certificate previously evidencing any such interests shall thereafter represent the right to receive, upon the surrender of such certificate to the Surviving Entity or its designated agent, certificates evidencing such membership Units in V.C. Booth Holdings, LLC, as stated above.

5. **APPROVAL.** The Merger contemplated by this Agreement has previously been submitted to and approved by the Merging Company's managing member and member and the Surviving Entity's member and manager. The manager or managing member of the Merging Company and the Surviving Entity, as applicable, shall be, and hereby are, authorized and directed to perform all such further acts and execute and deliver to the proper authorities for filing all documents, as the same may be necessary or proper to render effective the Merger contemplated by this Agreement.

6. **EFFECTIVE DATE OF MERGER.** The Merger shall be effective on May 24, 2006 (the "Effective Date").

7. **MISCELLANEOUS.**

(a) **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Florida.

(b) **No Third Party Beneficiaries.** The terms and conditions of this Agreement are solely for the benefit of the parties hereto and the members of the Merging Company and the members of the Surviving Entity, and no person not a party to this Agreement shall have any rights or benefits whatsoever under this Agreement, either as a third party beneficiary or otherwise.

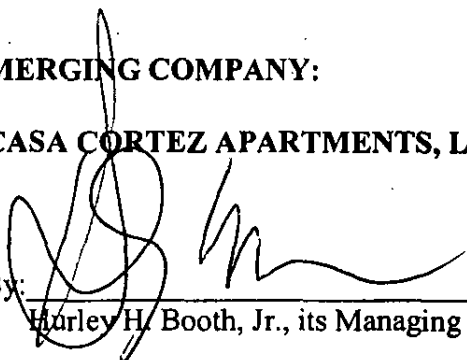
(c) **Complete Agreement.** This Agreement constitutes the complete Agreement between the parties with respect to the subject matter hereof and incorporates all prior agreements and representations in regard to the matters set forth herein and it may not be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modification.

(d) **Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, but all of such counterparts together shall constitute but one Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be entered into as of the date first above written.

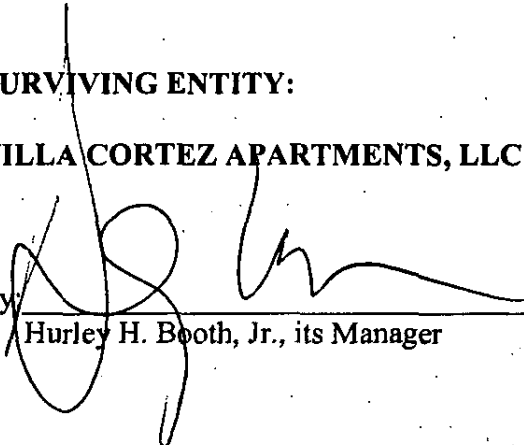
MERGING COMPANY:

CASA CORTEZ APARTMENTS, L.L.C.

By: 
Hurley H. Booth, Jr., its Managing Member

SURVIVING ENTITY:

VILLA CORTEZ APARTMENTS, LLC

By: 
Hurley H. Booth, Jr., its Manager